

RECORDATION NO.

7285-2

Filed & Recorded

FEB 19 1974 -2 10 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 3 TO
SECURITY AGREEMENT

THIS SUPPLEMENT TO SECURITY AGREEMENT is given by TRANS UNION LEASING CORPORATION, a Delaware corporation with its principal place of business in Chicago, Illinois ("Debtor"), to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association with its principal place of business in San Francisco, California ("Secured Party"), with reference to the following:

A. Debtor has executed and delivered to Secured Party a security agreement dated November 1, 1973 (the "Security Agreement"), Supplement No. 1 thereto dated December 7, 1973, and Supplement No. 2 thereto dated December 28, 1973, covering a lease and certain equipment owned or to be owned by Debtor to secure advances of \$1,284,500 by Secured Party to Debtor (the "Loan") pursuant to the terms of a Loan Agreement between Debtor and Secured Party dated November 1, 1973 (the "Loan Agreement") as amended. Terms defined in the Security Agreement shall have their defined meanings when used in this Supplement.

B. A counterpart of the Security Agreement was attached to Supplements No. 1 and 2 thereto for purposes of filing with the Interstate Commerce Commission as one document pursuant to Section 20c of the Interstate Commerce Act.

C. Debtor is the legal and beneficial owner of the Collateral described herein, free and clear of all liens and

encumbrances, and intends to grant to Secured Party a security interest in such Collateral.

GRANT OF SECURITY INTEREST

In consideration of the Loan and to secure repayment of the Loan, any renewals or extensions of all or any part thereof, advances thereunder and all costs of litigation, collection (including reasonable attorneys' fees) or other costs expended or incurred in connection with the discovering, locating, protecting or taking possession of the Collateral and any and all costs of returning the Collateral to a place designated by Secured Party (including costs of repairing, rehabilitating or storing the Collateral), and for the purpose of more specifically describing the Collateral which is subject to the lien of the Security Agreement, Debtor hereby grants to Secured Party a security interest in the Collateral described in the Schedule hereto.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part thereof. The Security Agreement (including exhibits thereto) and each Supplement heretofore executed and delivered are hereby ratified, approved and confirmed and, by this reference, are incorporated herein and made a part of this Supplement.

Debtor represents and warrants that the representations and warranties made by it in the Loan Agreement and

the Security Agreement are true and correct as of the date of this Supplement.

This Supplement may be executed and delivered in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

This Supplement is intended to be delivered by Debtor to Secured Party and accepted by Secured Party in San Francisco, California. This Supplement shall be effective on the date of delivery and acceptance hereof as evidenced by Secured Party's endorsement hereon.

TRANS UNION LEASING CORPORATION
Debtor

By *R. O. Kline*
Title PRESIDENT

Delivered to and accepted by the undersigned on FEBRUARY 15, 1974 in San Francisco, California.

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By *Debra A. Nichols*
Title: Assistant Vice President

By *J. J. R.*
Title: Leasing Officer

DELIVERED EQUIPMENT

<u>Description</u>	<u>AAR Reporting Marks</u>	<u>Quantity</u>	<u>Lessor's Cost (Per Item)</u>	<u>Lessor's Cost (Total)</u>
23,150 gallon coiled, insulated aluminum tank cars, manufactured by GATX; AAR Mechanical Design- nation DOT-111A60AL-WI	DBCX 406-410 inclusive	5	\$45,000	\$225,000

STATE OF ILLINOIS)
COUNTY OF COOK) ss.:

On this 15th day of FEBRUARY, 1974, before me personally appeared R. B. RINGE, to me personally known, who, being by me duly sworn, says that he is a PRESIDENT of TRANS UNION LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Medina V. Helff

Notary Public

[Notarial Seal]
My Commission expires 8/7/76.

STATE OF CALIFORNIA, CITY)
& COUNTY OF SAN FRANCISCO) ss.:

On this 31st day of JANUARY, 1974, before me personally appeared Dale A. Nichols and Logan D. Oliver, to me personally known, who, being by me duly sworn, say that they are an Assistant Vice President and an Assistant Cashier, respectively of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by the authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

L. C. Segale

L. C. SEGALÉ Notary Public

[Notarial Seal]
My Commission expires

